

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Invitation to Bid**Solicitation Number: **RM3031**Due Date: **10/08/02 at 2:00 P.M.**

Date Sent: September 20, 2002

**Agency Contract**Goods and services to be purchased: **JANITORIAL SERVICES FOR MIDVALE DWS OFFICE****Please complete**

|                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                            |                                   |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------|----------|
| Company Name                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                            | Federal Tax Identification Number |          |
| Ordering Address                                                                                                                                                                                                                                                                                                                                                                                            | City                                                                                       | State                             | Zip Code |
| Remittance Address (if different from ordering address)                                                                                                                                                                                                                                                                                                                                                     | City                                                                                       | State                             | Zip Code |
| Type<br><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government                                                                                                                                                                                                                                               | Company Contact Person                                                                     |                                   |          |
| Telephone Number (include area code)                                                                                                                                                                                                                                                                                                                                                                        | Fax Number (include area code)                                                             |                                   |          |
| Company's Internet Web Address                                                                                                                                                                                                                                                                                                                                                                              | Email Address                                                                              |                                   |          |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)                                                                                                                                                                                                                                                                                                                   | Days Required for Delivery After Receipt of Order (see attached for any required minimums) |                                   |          |
| <p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p> |                                                                                            |                                   |          |
| Offeror's Authorized Representative's Signature                                                                                                                                                                                                                                                                                                                                                             |                                                                                            | Date                              |          |
| Type or Print Name                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                            | Position or Title                 |          |

STATE OF UTAH  
DIVISION OF PURCHASING  
GENERAL SERVICES

Invitation to Bid

Solicitation Number: RM3031

Due Date: 10/08/02

Vendor Name:

| Description                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FIVE YEAR CONTRACT FOR JANITORIAL SERVICES AT MIDVALE DWS OFFICE PER ATTACHED SPECIFICATIONS.<br>THERE WILL BE A WALK THROUGH ON TUESDAY, OCTOBER 01, 2002 AT 10:30 A.M.<br>PLEASE ENTER YOUR PRICING PER THE ATTACHE BID SUMMARY SHEET. |
| <b>QUESTIONS ON SPECIFICATIONS CALL KATHY BAKER AT (801) 538-3286.</b><br>QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.<br>RX: 100 34M80000011                                  |

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually

agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

RX 100 34M80000011  
Solicitation Number RM3031

The following is an INVITATION TO BID for JANITORIAL SERVICE for the Midvale Department of Workforce Services.

Request for quotation to obtain a contract for janitorial services:

Area to be Serviced:

|                      |                     |
|----------------------|---------------------|
| Midvale DWS Building | ~29,567 square feet |
| 7292 South State     |                     |
| Midvale, Utah.       |                     |

Contract Period: Five year contract

Included as part of this bid invitation are the following:

1. SPECIFICATION
2. BID SUMMARY SHEET

**Bidders shall provide a resume of their experience as well as current names, addresses, fax numbers and telephone numbers of three (3) references to which the bidder has provided services during the past five years. In addition, if bidders have worked at DFCM managed buildings, the respective DFCM Facility Coordinator(s) will be added to the references and will become part of this evaluation. Bids will be evaluated on cost of services, provided that past experience of bidder and bidder's references are acceptable.**

There will be a walk through on Tuesday, October 1, 2002, at 10:30 a.m.. We will meet in front of the building.

For further information on subject building please contact Jeff Peterson, Facilities Coordinator, 801/626-3761.

For contract information, please contact, Kathy Baker, Contracts Coordinator at 801/538-3286.

**XXX**

**SPECIFICATIONS  
JANITORIAL SERVICE CONTRACT  
FARMINGTON PUBLIC SAFETY  
RX 100 34M80000011  
SOLICITATION NUMBER RM3031**

This specification details the requirements to be followed in providing janitorial services as itemized below. Failure to fully comply to all of the following specifications may be basis for the automatic rejection and disqualification of the entire proposal. The building for which service will be provided is:

|                      |                     |
|----------------------|---------------------|
| Midvale DWS Building | ~29,567 square feet |
| 7292 South State     |                     |
| Midvale, Utah.       |                     |

These specifications are minimum requirements and must be met in every respect unless otherwise specifically stipulated to in writing by the State of Utah, Department of Administrative Services, Division of Facilities Construction and Management, hereinafter referred to as Division.

**SPECIFIC STIPULATIONS**

**I. Special Areas**

Included in the listed square footage figures, but to be cleaned under DFCM supervision. These specific areas are:

**ALL LOCKED VAULTS  
Mechanical and Equipment Areas  
Designated Supply and Storage Rooms  
Telephone Equipment Rooms**

**II. Security**

1. Each work person shall be uniformed in a common uniform representing and identifying the Contractor. Work persons and supervisors shall at all times wear this identifying uniform on the premises.
2. The Division shall require that all work persons receive security clearance through building security. It is the responsibility of the Contractor to provide employees who will pass such a security clearance. Must be 18 years or older.
3. There will be **no visitors (friends, children, etc.)** of work persons allowed on the premises during working hours.

**III. Safety**

1. The Contractor shall make every effort to protect and keep safe anyone in the facility

while janitorial services are being performed.

2. The Contractor will provide and use safety barriers, signs, etc., to warn the public and employees of any possible safety hazards.
3. The Contractor shall provide all safety apparatus necessary to protect employees so they may operate equipment safely. The Contractor is further obligated to ascertain that all equipment is operated safely and according to current OSHA standards.
4. The Contractor shall be responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use said equipment.
5. The Contractor shall be responsible for insuring that they and their employees are in compliance with the requirements of the Federal Regulations 29 CFR 1910.1030 Blood borne Pathogens Standard.
6. Building keys will be issued to contractor at the beginning of the contract. All key replacements, for broken, lost or stolen keys, will be charged to the Contractor. Cost to rekey building(s), including new bitting codes, due to lost, misplaced or stolen keys by the Contractor, will be the responsibility of said Contractor. Contractor will be responsible for property which is stolen during the time period it takes to rekey the building(s).

#### IV. Insurance

The Contractor shall take out, pay for, and at all times during the performance of work hereunder, maintain, through companies or agencies approved by the Division containing provisions satisfactory to the Division, such public, contingent and employees liability compensation insurance and other employee benefit acts and from any and all claims for damage for personal injury, including death, and from claims for property damage or loss thereof, which may arise in or result from the performance of the work covered by the contract or by failure or omission of the Contractor to comply with any of the provisions of the contract. Such insurance shall include comprehensive general liability and property damage, including automobile, products-completed, operations and blanket broad form contractual, with coverage adequate in the amounts to be determined by the contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than \$1,000,000 each, which coverage shall be written on an occurrence basis.

#### V. Supplies

1. All chemicals used will be properly labeled by the Contractor and shall be approved in writing by the Division. A list of all chemicals to be used shall be submitted in writing for approval by the Division at least fifteen (15) days before beginning the work. All chemicals used must have Materials Safety Data Sheets (MSDS) attached. **These sheets are to be in a log in each area chemicals are stored.**

2. All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, shall be supplied by the Division and installed by the Contractor.
3. The Contractor shall maintain an accurate perpetual inventory of all materials turned over to him and shall keep records of the rate of usage of these supplies.

#### **VI. Employee Performance**

Certain conduct cannot be tolerated on the premises. The Contractor shall enforce these conduct requirements strictly such as, but not limited to:

1. Theft, abuse or misuse of supplies or equipment at any location in the facility;
2. Verbal or physical abuse of any person, either employee, visitor or otherwise;
3. Use of, or displaying the effect of, alcohol or drugs during work hours;
4. Failure to follow specific security instructions;
5. Deliberate or habitual failure to follow safety instructions;
6. Consistent failure to wear the proper and designated work uniform in a clean, well-maintained condition;
7. All “*No Smoking*” ordinances, rules and policies shall be strictly observed in the facility included as a part of this janitorial contract.

#### **VII. Equipment**

1. All high grade equipment used shall be supplied by the Contractor. Only commercial vacuums, cleaners and buffers which thoroughly clean, polish and buff shall be used.
2. Equipment shall be kept in good repair. Equipment which is in such a state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e: defective or missing bumper cords, housing covers, etc.

#### **VIII. Extra**

1. Other services may be requested as necessary. The cost of all extra services shall be negotiated between parties, unless stipulated in the proposal. The cost of labor shall be based per hour or cost as established by this contract, unless otherwise agreed to.  
*Federal Minimum Wage Regulations apply.*

#### **IX. Special Work Required**

1. The Contractor shall coordinate with the Division's representative so as to perform all work under this contract without disrupting any special function scheduled in offices or committee rooms.

**X. Work Required**

CLEANING SCHEDULE: Schedules or calendars of all periodic work shall be turned in to the Facilities Manager weekly (or updated weekly).

1. A summary of products contractor will use as strippers and waxes; will be required at time of bid.

**Daily Duties**

Empty all trash containers;  
Dust mop or vacuum hallways and entries;  
Spot clean hallway walls;  
Clean and polish drinking fountains;  
Clean entry glass;  
Clean all entries at least five (5) feet beyond drip line;  
Empty and thoroughly clean ashtrays and sand urns;  
Re-set chairs to standard positions in meeting rooms;  
Spot clean all carpet;  
Wipe down lunchroom and breakroom tables and chairs;  
Clean conference tables;  
Clean sinks and counter tops in office kitchen areas;  
Clean restroom mirrors;  
Clean restroom fixtures;  
Clean restroom floors;  
Clean shower rooms, where applicable;  
Wet mop restroom floors and keep sealed and polished as needed;  
Clean restroom walls and partitions;  
Furnish and stock feminine hygiene products in dispensers located in women's restrooms;  
Keep area around trash dumpster clean;  
Broom in front of all entrances five (5) feet beyond drip line;  
Shake and clean all entry walk-off mats;  
Turn off all lights;

**Every Other Day Duties**

Spray buff all tile floors.

**Monday, Wednesday and Friday Duties**

Vacuum all offices;  
Hand broom corners in corridors and halls;  
Spot clean office and hall walls;



Clean around light switches;  
Clean doors and door frames;  
Damp mop computer rooms with water only;  
Sanitize restroom fixtures, floors, walls and partitions;  
Hand broom corners in corridors and stair banisters;  
Polish bright work areas often touched;  
Clean and polish all handrails and banisters.

**Weekly Duties (Same Day Each Week)**

Broom outside steps and landing areas to base of stairs;  
Vacuum traffic areas;  
Vacuum all upholstery (chairs and couches);  
Dust furniture;  
Dust and clean window sills;  
Dust and clean mopboards;  
Dust and clean tops of partitions;  
Clean all janitorial equipment and janitorial closets.

**Monthly Duties (First Working Day Each Month)**

Damp wipe all vinyl chairs and couches in offices, conference rooms and halls;  
Dust all surface areas as necessary, clearing cobwebs, etc.

**Quarterly Duties (January 15, April 15, July 15, October 15)**

Dust and vacuum all air diffusers and grills;  
Scour clean all office and hall trash containers.

**Semi-Annual Duties**

Clean and treat all vinyl, leather, and upholstery chairs and couches;  
Vacuum draperies;  
Strip and re-finish floors or as needed;  
Clean all partition glass (or as needed);  
Clean levelor blinds - April and November;

**XI. Hourly Set-Up of Facility**

- A. The Contractor shall provide sufficient workmen, on a five (5) day week basis, Monday through Friday, to adequately perform the work. Authorized state holidays shall be excluded. The Contractor shall provide time cards to verify hours worked. All original time cards and sign-in sheets shall be submitted to Division by Contractor with payment invoices. The minimum hourly rate for this contract shall be in accordance with the Federal Minimum Wage Regulations.
- B. The Contractor shall provide the following minimum man-hours per day:
- 8 Hours of Work Each Day. If the Contractor fails to provide the labor man-hours agreed to, the number of hours shorted shall be deducted from contract payment.

- C. Tenant requests shall be made through the Division representative, except for minor cleaning requests which may be made directly to the workman using a communication system jointly agreed upon by the Division and the Contractor.

## **XII. Schedule of Performance**

This schedule itemizes, by frequency category, the tasks expected in the regular cleaning of the facility, and shall be the minimum acceptable performance. Tasks have been defined to allow more efficient inspection of task performance. The Contractor shall provide a detailed schedule of the task or area to be serviced on a given date. Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the Division and shall be specified in writing.

XXX

## JANITORIAL BID SUMMARY SHEET

**RX 100 34M80000011  
RM3031**

BUILDING: Midvale DWS Building  
7292 South State  
Midvale, Utah

**BID SUBMITTED BY:**

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### 1. CONTRACT

Cost for janitorial service in adherence to all contract documents and work schedules shall be:

|          |         |          |         |
|----------|---------|----------|---------|
| 1st Year | \$_____ | 4th Year | \$_____ |
| 2nd Year | \$_____ | 5th Year | \$_____ |
| 3rd Year | \$_____ |          |         |

TOTAL FOR ALL FIVE YEARS \$\_\_\_\_\_

Payments shall be made in monthly installments. Contractor's billing shall be submitted to the Division within five (5) days following each periods completed work. A complete breakdown of all costs for labor, equipment, overhead, profit, other, etc. for each of the above quoted prices may be requested by the State of Utah Division of Purchasing, Purchasing Agent.

### 2. CONTRACT LABOR

For extra work, unscheduled emergency or additional services not included in the above quoted price, the rate per hour (including all loaded payroll costs) and markup will be as follows:

|                     |         |             |         |
|---------------------|---------|-------------|---------|
| Building Supervisor | \$_____ | Lead Person | \$_____ |
| Porter or Matron    | \$_____ | Janitor     | \$_____ |
| Floor Person        | \$_____ | Utility     | \$_____ |
| Other               | \$_____ | Other       | \$_____ |

XXX

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)